

1 BILL NO. S-83-02-28

2 SPECIAL ORDINANCE NO. S-44-83

3 AN ORDINANCE approving Civil  
4 City Purchase Order #A-23061  
5 with James F. Ries/National  
6 Sweep-All, Inc. a Joint Ven-  
7 ture for the Board of Public  
8 Works.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
10 FORT WAYNE, INDIANA:

11 SECTION 1. That Civil City Purchase Order No. A-23061,  
12 between the City of Fort Wayne, by and through Civil City, and  
13 the Department of Purchasing and James F. Ries/National Sweep-  
14 All, Inc. a Joint Venture, respectfully for:

15 the award of a bid with respect to  
16 Street Sweeping for the Board of  
17 Public Works for the City;

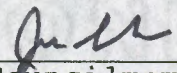
18 involving an approximate expenditure of One Hundred Eighty-Seven  
19 Thousand Six Hundred Ninety-One and Fifty/100 Dollars (\$187,691.50)  
20 all as more particularly set forth in said Purchase Order, which  
21 is on file in the Office of the Department of Purchasing, and is  
22 by reference incorporated herein, made a part hereof, and is  
23 hereby in all things ratified, confirmed and approved.

24 SECTION 2. That the next proposed Contract between  
25 the City and James F. Ries/National Sweep-All, Inc. a Joint Ven-  
26 ture, for said Street Sweeping Services, which is made a part  
27 hereof, is hereby ratified, confirmed, and approved in all re-  
28 spects. Furthermore, the appropriate Officers of the City, as  
29 referenced in said Contract, are hereby empowered to execute  
30 said Contract. Two copies of said Contract are on file with the  
31 City Clerk's Office and are available for public inspection.

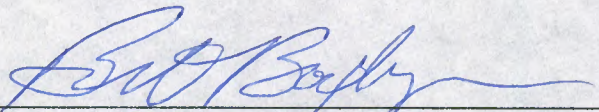
32 SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage, and any and all necessary  
approval by the Mayor.



Page Two

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Stier,  
seconded by Talarico, and duly adopted, read the second time  
by title and referred to the Committee Finance (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 2-22-83.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by GiaQuinta,  
seconded by Talarico, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 3-8-83.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL)  
(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 44-83  
on the 8th day of March, 1983.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 9th day of March, 1983, at the hour of  
2:00 o'clock 8 M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of March  
1983, at the hour of 11 o'clock A M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



BID NO. 1068, STREET SWEEPING

VERIFICATION OF REFERENCES:

Bidder:	<u>James F. Ries/National Sweep-All</u>
Contracting Entity:	<u>City of South Bend - D O T</u>
Dates of Service:	<u>1979, 1980, 1981</u>
Amt of Contract:	<u>112,000 - 100,000 - 144,000</u>
Date & Time Contacted:	<u>2/16/83 - 8:30 A.M.</u>
Reference (Name/Title):	<u>Sean Watt, Director D O T</u>
Conducted By:	<u>Aaron Gluck</u>

1. Rate the Performance of the Contract using the following performance ratings: (Excelent, Good, Average, Below Avereage, Poor)

A. Quality of Sweeping	<u>Excel</u>
B. Contract Relationship	<u>Excel</u>
C. Cond & Maint of Equip	<u>V Good</u>

2. Under the Subject Contract, did the Contractor sweep the following? (Yes/No):

A. Downtown Bus. District	<u>Yes</u>
B. Arterial Streets	<u>Yes</u>
C. Residential Streets	<u>No</u>

3. Did the Contract run the full course? (Yes/No):  
If No, why:

(Yes/No) Yes, Why \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



BID NO. 1068, STREET SWEEPING

VERIFICATION OF REFERENCES:

Bidder:	<u>James F. Ries/National Sweep-All</u>
Contracting Entity:	<u>City of Indianapolis - D O T</u>
Dates of Service:	<u>1978, 1979, 1980</u>
Amt of Contract:	<u>136,800 - 157,300 - 179,400</u>
Date & Time Contacted:	<u>2/15/83 - 4:00 P.M.</u>
Reference (Name/Title):	<u>Fred Madorin, Director D O T</u>
Conducted By:	<u>Aaron Gluck</u>

1. Rate the Performance of the Contract using the following performance ratings: (Excelent, Good, Average, Below Avereage, Poor)
  - A. Quality of Sweeping Excel
  - B. Contract Relationship Excel
  - C. Cond & Maint of Equip Excel
2. Under the Subject Contract, did the Contractor sweep the following? (Yes/No):
  - A. Downtown Bus. District Yes
  - B. Arterial Streets No
  - C. Residential Streets No
3. Did the Contract run the full course? (Yes/No):  
If No, why:  
(Yes/No) Yes, Why \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# The City of Fort Wayne

February 18, 1983

James F. Ries  
National Sweep-All, Inc.  
A Joint Venture  
6231 McBeth Road  
Fort Wayne, Indiana 46809

Re: Bid #1068, Award of Street Sweeping Bid

Dear Mr. Ries:

With reference to the above, this letter serves as formal notice to award a contract to James F. Ries, an Individual and National Sweep-All, Inc. as a Joint Venture, herein after referred to as Ries/Sweep-All, for the Sweeping of Municipal Streets, subject to the approval of the Common Council of the City of Fort Wayne and the Board of Public Works for the City of Fort Wayne, Indiana.

After evaluation of the four bids received, the City of Fort Wayne has determined that the lowest responsible and responsive bid was the bid received from Ries/Sweep-All.

The bid submitted by the Ries/Sweep-All did not represent the lowest bid received, but was the lowest responsible and responsive bid. The primary factors resulting in the awarding the bid to Ries/Sweep-All rather than the low bid submitted by Waste Collection, Inc. are as follows:

- A) The Waste Collection Contract was received unsigned by the Contractor. The Signing of the Contract is required by the City Bid Procedures.
- B) The Waste Collection Contract was received with a Bid Bond instead of a Certified Check. Indiana State Law required the submitting of a Certified Check in lieu of a Bid Bond when the Principal and Bidder is an Out-of-State Company. The Principal and Bidder was shown to be Laidlaw Industries of Hinsdale, Illinois. Mandatory disqualification is necessary when State Statutes are not adhered to.



The breakdown of costs, as bid by Ries/Sweep-All are as follows:

Section "A" - Downtown Business District:  
\$13.50 per Curb Mile  
Est. Miles per yr./ 6,197.4  
Total Estimated Amount: \$ 83,664.90

Section "B" - Arterial Streets:  
\$19.50 per Curb Mile  
Est. Miles per yr./ 1,446.4  
Total Estimated Amount: \$ 28,204.80

Section "C" - Residential & Curbed Streets:  
\$26.50 per Curb Mile  
Est. Miles per yr./ 2,861.2  
Total Estimated Amount: \$ 75,821.80

Total Estimated Contract Amt: \$187,691.50

Section "D" - Cost per hour: \$95.00

All contract documents shall be completed upon approval of this award by the Common Council of the City of Fort Wayne, Indiana.

A Copy of this letter will be placed on file in the Department of Purchases, and shall be available for public inspection.

Very truly yours,  
City of Fort Wayne, Indiana

By: 

Aaron M. Gluck, Director  
Department of Purchases

AMG:s

cc: Mayor Moses  
City Attorney  
City Controller  
Chairman of the Board of Works

BID EVALUATION STREET SWEETING  
REFERENCE NUMBER 1068  
February 15, 1983

BID EVALUATION STREET SWEETING  
REFERENCE NUMBER 1068  
February 15, 1983

BID EVALUATION STREET SWEETING  
REFERENCE NUMBER 1068  
February 15, 1983

BID EVALUATION STREET SWEETING  
REFERENCE NUMBER 1068  
February 15, 1983

[illegible]







CITY OF FORT WAYNE, INDIANA  
WINFIELD C. MOSES, JR. - MAYOR

-----  
DIRECTOR OF PURCHASES

AARON M. GLUCK

-----  
CONTRACT DOCUMENTS FOR  
STREET SWEEPING

1983

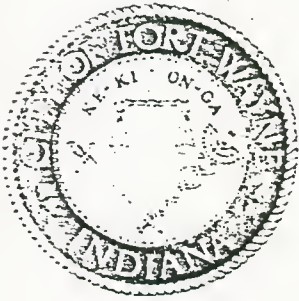


CITY OF FORT WAYNE, INDIANA  
STREET SWEEPING

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# The City of Fort Wayne

Department of Purchases  
Room 940

January 17, 1983

Reference: Bid No. 1068


In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-2B-5-68. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8. Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - if it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (←). When submitting a bond as Surety complete the entire form and attach power of attorney. Indiana Statute requires a Certified Check in lieu of a Bid Bond from out-of-State firms.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications.
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please fill free to call the Purchasing Department at (219) 423-7037.

  
Aaron M. Gluck, Director  
Department of Purchases

AMG/slh



## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of Aaron M. Gluck

DEPARTMENT OF PURCHASES

Room 940, Number One Main St., Ft. Wayne, Ind. 46802

## REQUIRED FOR DELIVERY TO:

Department  
or Division

Board of Public Works

Room 920 - City-County Building

Address One Main Street, Fort Wayne, IN 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Tuesday, February 15, 1983 at 10 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14404. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<u>STREET SWEEPING</u>		
		Section A - For the complete performance of all the terms, conditions and provisions for Section "A" of the Designated Streets Section, as per specifications.		
		Section B - For the complete performance of all the terms, conditions and provisions for Section "B" of the Designated Streets Section, as per specifications.		
		Section C - For the complete performance of all the terms, conditions and provisions for Section "C" of the Designated Streets Section, as per specifications.		
		Section D - For the complete performance of any special work required by the City of Fort Wayne on an hourly basis, including Equipment, Labor, Maintenance, Fuel and Insurance.		
		AFFIRMATIVE ACTION: ON FILE: _____ ATTACHED: <u>X</u>		

Bid Bond required ☐ NO ☒ YES \$15,000 Performance Bond ☐ NO ☒ YES 100%  
See Instruction Item No. 16 on reverse side hereof.

Tax 0 % cash discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

## IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

National Sweep-All, Inc.

Name of Company

For James F. Ries Title PRESIDENTAddress 6231 McBeth RoadCity Fort Wayne, IN 46809 Date 2-10-83

James F. Ries  
James F. Ries as an individual  
6231 MacBeth Road

Fort Wayne, IN 46809 2-10-83

joint venturer

joint venturer



## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-1518-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.



# PROPOSAL AND BID SURETY FORM

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIFTEEN THOUSAND

\_\_\_\_\_ Dollars,  
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. \_\_\_\_\_ in the sum of \_\_\_\_\_

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

\_\_\_\_\_ Dollars  
on \_\_\_\_\_ Bank  
of \_\_\_\_\_

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN  
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER  
AND  
PRINCIPAL

NATIONAL SWEEP-ALL INC. & JAMES F.

RIES, JOINT VENTURE

By \_\_\_\_\_  
Signature of Person Authorized to Sign

Title PRESIDENT & JOINT VENTURE

6231. McBeth Road  
Street Name and Number

Fort Wayne, Indiana 46809  
City, State and Zip Code

Date February 15, 1983

Witnessed by:

SURETY

GUARD CASUALTY & SURETY

Name of Company — Print or Type

Incorporated  
In the State of: INDIANA

Address 129 E. Market St., Suite 400  
Indianapolis, Indiana 46204

By Charlene J. Riley  
Sign on this Line

CHARLENE J. RILEY, ATTORNEY-IN-FACT



# GUARD CASUALTY AND SURETY INSURANCE COMPANY

129 E. Market St., Indianapolis, Indiana 46204  
(317) 638-1833

SP N<sup>o</sup> 3116

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint,

Russell V. Radebaugh  
Charlene J. Riley

Indianapolis, Indiana

of

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

One Hundred Thousand Dollars and No/100 (\$100,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 1, 1983, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said GUARD CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of \_\_\_\_\_, 19\_\_.

GUARD CASUALTY AND SURETY INSURANCE COMPANY

By

SS:

President

STATE OF INDIANA  
COUNTY OF MARION

On this \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power of Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: May 28, 1985

Notary Public



ADVERTISEMENT FOR BIDS - NOTICE TO BIDDERS

Notice is hereby given by the Department of Purchases of the City of Fort Wayne, Indiana, that sealed bids will be received by the Department of Purchases, at its office in the City-County Building on the 15th day of February, 1983, at 10:00 A.M., for the Scheduled Sweeping of Streets. Contractors are invited to submit their bids with respect to terms and period of the contract as per specifications on file in the office of the Department of Purchases, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Department of Purchases reserves the right to accept any proposal, or to reject any or all proposals.

DEPARTMENT OF PURCHASES

AARON M. GLUCK, DIRECTOR

PUBLISH:



## INSTRUCTIONS TO BIDDERS

### 1. PROPOSALS:

Each Proposal shall be legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations are to be made on the printed forms by erasures, interpolations, or otherwise, unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal, or in the form on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Proposal when submitted.

Each Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Purchases of the City of Fort Wayne, Indiana, identified on the outside with the words, "PROPOSAL FOR STREET SWEEPING", and filed with the Department of Purchases, City-County Building, Fort Wayne, Indiana.

### 2. PROPOSAL GUARANTEE:

Each Proposal shall be accompanied by a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable bidder's bond. The Proposal Guarantee amount is \$15,000.00.

The proposal guarantee shall be made payable without condition to the City of Fort Wayne, Indiana, hereinafter referred to as Owner. The proposal guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the Proposal is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

### 3. RETURN OF PROPOSAL GUARANTEE:

The proposal guarantee deposit of each bidder will be returned if his/her Proposal is rejected. The proposal guarantee deposit of the bidder to whom a contract is awarded will be returned when he/she executes a contract and files a satisfactory performance bond. The proposal deposit of the second lowest and best responsible bidder may be retained



for a period not to exceed sixty (60) days pending the execution of the contract and bond by the successful bidder.

4. WITHDRAWAL OF BID:

No bidder may withdraw his/her Proposal for sixty (60) days after the date and hour set for the opening.

5. ACCEPTANCE AND REJECTION OF BIDS:

The Owner reserves the right to accept the bid which, in its judgment, is the lowest responsive and responsible bid; to reject any or all bids for any reason whatsoever; and to waive irregularities or informality in any bid. Bids received after the specified time of closing will be returned unopened.

6. SIGNATURE OF BIDDERS:

Each bidder shall sign his/her Proposal and all Addendum using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word, "President", "Secretary", "Agent", or other designation without disclosing his/her principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidency of the authority of the person signing shall be furnished.

7. INTERPRETATION OF CONTRACT DOCUMENTS:

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he/she may submit to the Department of Purchases, One East Main Street, Room 940, City-County Building, Fort Wayne, Indiana 46802, a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents



will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Department of Purchases. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

February 3, 1983, 10:00 A.M. is the final day and time by which bidders may submit written requests related to interpretation of contract documents. This time has been set in order that the Department of Purchases may have ample time to respond in writing to each person who contemplates submitting a bid package.

#### 8. LOCAL CONDITIONS AFFECTING WORK:

Each bidder shall visit the sites of the work and shall completely inform themselves relative to potential hazards, labor conditions, and all other conditions and factors, local and otherwise, which would affect completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bidder's Proposal. There will be no subsequent financial adjustment for lack of such prior information.

#### 9. QUALIFICATION OF BIDDERS:

Each bidder must furnish satisfactory evidence that he/she has operated or is presently operating a municipal street sweeping system of a type and extent comparable to that outlined in these specifications, and that he/she has successfully conducted such an operation for a period of not less than two (2) years within the last five (5) years and the bidder must be able to demonstrate sufficient street sweeping experience to satisfy the City of Fort Wayne, that the provisions of the Contract documents can be fully and satisfactorily complied with. Further, each bidder shall be required to demonstrate to the satisfaction of the City of Fort Wayne, that he/she has adequate equipment, financial resources, adequate work plan, facilities, experienced personnel and expertise to perform the services called for by this contract and shall furnish such information and/or proof covering his/her qualifications when requested by the City of Fort Wayne. Street Sweeping operations which have or are now being operated by the bidder shall be subject to inspection to determine the bidder's ability to perform satisfactorily under the contract. No contract shall be awarded to a bidder who, as determined by the Owner, is not qualified to adequately perform due to an unsatisfactory record,



inadequate experience or who lacks the necessary capital, organization or equipment to conduct and complete the services in strict accordance with the terms and conditions of the Contract. Bids will be considered from only those bidders, that in the opinion of the City of Fort Wayne, have a sufficient background or experience in the Street Sweeping field and meet the other requirements called for in the Contract documents.

10. INDIANA LEGAL REQUIREMENTS:

Each bidder shall submit under oath with his/her Proposal, completed statements of his/her experience, his/her proposed plan for performing the work, the equipment which he/she has available to perform the work, and his/her financial statement. The statements shall be submitted on Questionnaire Form No. 96-A of the Indiana State Board of Accounts. the term "construction" in Form No. 96-A shall be interpreted to mean the "sweeping of streets".

11. GUARANTEE:

If any bidder relies on the assets of its parent corporation or any other entity, then a guarantee document, legally executed by such parent corporation or any other entity shall be submitted along with, and as a part of, the bidder's bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.

12. PERFORMANCE BOND:

The bidder to whom a contract is awarded will be required to furnish an annual Performance bond acceptable to the Owner in an amount equal to the total amount of the contract for each year, as set forth in the specifications.

The bond shall be executed by a surety company authorized to do business in the State of Indiana and acceptable as Surety to the Owner.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.



13. BOUND COPY OF CONTRACT DOCUMENTS:

The Proposal or other bidding forms shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.

14. BID PRICES:

Contractor must submit a price for each section of the bid that requires a price. Should the contractor fail to submit a price for any section of this bid, the contractor will be automatically disqualified.



CITY OF FORT WAYNE, INDIANA

SWEEPING OF STREETS

-----  
PROPOSAL  
-----

TO THE CITY OF FORT WAYNE  
FORT WAYNE, INDIANA

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, General and Sweeping Specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding the extent and character of the work covered by this proposal and all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the proposed contract documents and the specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and to accept in full payment sums determined by the following unit prices, as provided in the specifications.

SECTION "A"

For the complete performance of all the terms, conditions and provisions for Section "A" of the Designated Streets Section, as per specifications:

Price per Curb Mile, Central Business District:

\$ 13.50 per Curb Mile



SECTION "B"

For the complete performance of all the terms, conditions and provisions for Section "B" of the Designated Streets Section, as per specifications:

Price per Curb Mile, Arterial Streets and Medians:

\$19.50 per Curb Mile

SECTION "C"

For the complete performance of all the terms, conditions and provisions for Section "C" of the Designated Streets Section, as per specifications:

Price per Curb Mile, Fort Wayne Curbed Streets

\$26.50 per Curb Mile

SECTION "D"

For the complete performance of any special work required by the City of Fort Wayne on an hourly basis, including Equipment, Labor, Maintenance, Fuel and Insurance.

\$95.00 per Hour

The undersigned bidder agrees to enter into a contract with the City of Fort Wayne, Indiana for the Sweeping of Streets in accordance with the terms and provisions of the Notice to Bidders, Instructions to Bidders, General and Sweeping Specifications, Proposal Form, Non-Collusion affidavit, Form 96-A, Affirmative Action Program, and Questionnaire of Experience.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) days after acceptance and award of this contract.

Enclosed herewith is the required proposal guarantee in the amount of \$15,000.00.

The undersigned bidder agrees to forfeit the above specified amount, which will become the property of the City of Fort Wayne, Indiana, as liquidated damages, should this Proposal be accepted and a contract be awarded to him/her and he/she fails to enter into a contract in the form prescribed and to furnish the required bond within ten (10)



days, but otherwise the aforesaid proposal guarantee will be returned upon his/her signing the contract and delivering an approved performance bond.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of bids.

Complete information for - A) Work references, B) Form 96-A: Financial Statement, Work Plan, Equipment list and list of Officers and Stockholders owning 10% or more, C) Non-Collusion Affidavit, D) Affirmative Action Program, E) Sequence of Work Schedule, and F) Designated Street Section.

A Non-Collusion Affidavit as required by the Statutes of the State of Indiana and Questionnaire form 96-A of the Indiana State Board of Accounts are properly executed and attached hereto.

Dated in Fort Wayne, IN this 10th day of February, 1983.

SIGNATURE OF BIDDER: A joint venture bid by James F. Ries and National Sweep-All, Inc.

If an Individual: James F. Ries doing business as James F. Ries, an individual 'joint venturer'

If a Partnership: \_\_\_\_\_ by \_\_\_\_\_, Partner

If a Corporation: National Sweep-All, Inc. by James F. Ries Title PRESIDENT (SEAL) 'joint venturer'

Business Address of Bidder: 6231 MCBeth Road  
Fort Wayne, IN 46809

NON-COLLUSION AFFIDAVIT

STATE OF Indiana )  
 ) SS:  
COUNTY OF Adams )

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

CONTRACTOR: National Sweep-All, Inc.  
By *James A. [Signature]*  
Title PRESIDENT (SEAL)  
joint venturer

Subscribed and sworn to before me this 11th day of  
February, 1983.

*Janet J. Swales*  
Notary Public  
Janet J. Swales  
and resident of Adams County

My Commission Expires:

November 24, 1983

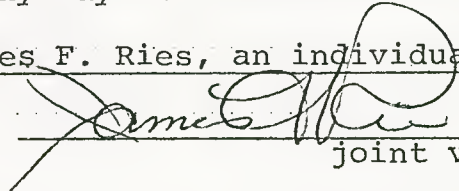


NON-COLLUSION AFFIDAVIT


STATE OF INDIANA )  
 ) SS:  
COUNTY OF ADAMS )

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

CONTRACTOR: James F. Ries, an individual

By:   
joint venturer

Subscribed and sworn to before me this 11th day of February, 1983.

  
Notary Public  
Janet J. Swales  
and a resident of Adams County

My Commission Expires:

November 24, 1983

# QUESTIONNAIRE

## MUNICIPAL AND STATE SWEEPING EXPERIENCE

1. State all completed municipal and/or state Sweeping Contracts your company completed in Cities with similar enviornmental conditions as the City of Fort Wayne, between January 1, 1978 and December 31, 1982. If none, enter none.

CONTRACTING ENTITY	DATES OF SERVICE FROM	TO	\$ VALUE OF CONTRACT	DATE COMPLETED
Indianapolis, IN	/ 1-78	12-78 /	\$136,800	/ 12-78
Indianapolis, IN	/ 1-79	12-79 /	\$157,300	/ 12-79
Indianapolis, IN	/ 3-80	2-81 /	\$179,400	/ 2-81
South Bend, IN	/ 3-79	11-79 /	\$112,000	/ 11-79
South Bend, IN	/ 3-80	11-80 /	\$100,000	/ 11-80
South Bend, IN	/ 3-81	11-81 /	\$144,000	/ 11-81

2. State all current municipal and/or state sweeping contracts your company is sweeping in cities with similar enviornmental conditions as the City of Fort Wayne at the present. If none, enter none.

CONTRACTING ENTITY	DATES OF SERVICE FROM	TO	\$ VALUE OF CONTRACT	DATE COMPLETED
None at this time.	/	/	/	/
	/	/	/	/
	/	/	/	/
	/	/	/	/
	/	/	/	/
	/	/	/	/



CONTRACT

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, Made the \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter called "Contractor", and the City of Fort Wayne, Allen County, Indiana, a Municipal Corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation services, bonds and insurance required to perform and to complete in a workman--like manner all the work required for the Sweeping of Streets as specified in the Sections listed in Article II, identified in these contractual documents as Contract No. \_\_\_\_\_ all in strict accordance with the specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I, as bid by sucessful bidder as follows:

SECTION "A"

\$ \_\_\_\_\_ per curb mile, Central Business District

SECTION "B"

\$ \_\_\_\_\_ per curb mile, Arterial Streets & Medians

SECTION "C"

\$ \_\_\_\_\_ per curb mile, Fort Wayne Curbed Streets

SECTION "D"

\$ \_\_\_\_\_ per Hour, as required by the City of Fort Wayne.

ARTICLE III, PAYMENTS TO CONTRACTOR

Sections A through C:

Payment for all sweeping shall be by the contract unit price per one-tenth (1/10th) of a linear curb mile actually swept, or by the hour actually worked.

Request for partial payment may be made monthly, or upon completion of each sweeping cycle, individually for all streets within any one Section (Section A, B, or C), or after completing specific jobs requested by the City under Section D. Requests for payment must be prepared in triplicate, forwarded to the Board of Public Works for approval, and include the following:

- A) Standard Claim form for payment.
- B) Cover invoice, showing linear curb miles swept during the cycle, gallons of water used, and an extension in dollars at the quoted linear curb mileage cost.
- C) Copy of the Sequence of Work Schedule for the invoiced cycle, showing date each street was swept and bearing the initials and signature of the contractor's foremen.

ARTICLE IV, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance, Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.



#### ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. General Specifications
4. Sweeping Specifications
5. Proposal Form
6. Non-Collusion Affidavit
7. Form 96-A
8. Statement of experience in Street Sweeping
9. Performance Bond
10. This contract
11. Insurance Certificates
12. EEO/AA Documents (2) Exhibit "D"
13. Sequence of Work Schedule Form
14. Contractor's Information Report
15. Designated Streets Section

#### ARTICLE VI, APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common council of the City fail to approve same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

By: \_\_\_\_\_

CITY OF FORT WAYNE, INDIANA

\_\_\_\_\_  
Winfield C. Moses, Jr., Mayor

DEPARTMENT OF PURCHASES

\_\_\_\_\_  
Aaron M. Gluck, Director

BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Stephen A. Bailey, Chairman

\_\_\_\_\_  
Roberta Anderson Staten, Member

\_\_\_\_\_  
Betty R. Collins, Member

ATTEST:

\_\_\_\_\_  
Clerk of the Board



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

WITNESS my hand and Notary Seal.

My Commission expires:

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this \_\_\_\_ day of \_\_\_\_\_, 1982, Winfield C. Moses, Jr., and also, Aaron M. Gluck, Stephen A. Bailey, Betty R. Collins, Roberta Anderson Staten, and Sandra Kennedy, known to me to be the Mayor, the Director of Purchases, the members of the Board of Public Works and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and Acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and Notary Seal

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Bruce O. Boxberger, City Attorney



CITY OF FORT WAYNE, INDIANA

STREET SWEEPING

GENERAL SPECIFICATIONS

1. APPLICABLE LAWS:

Applicable provisions of the following shall be incorporated into the Specifications for this project.

- A. Indiana Manual on Uniform Traffic Control Devices.
- B. Indiana State Highway Standard Specifications, 1978
- C. Indiana Occupational Health and Safety Law of 1979, Public Law 356.
- D. Federal, State or Municipal acts, statutes, rulings, ordinances, decisions or regulations.
- E. All subsequent revisions and supplements to the above documents.

The importance the City of Fort Wayne attaches to safety cannot be over-emphasized. The City of Fort Wayne reserves the right, at its discretion, to disallow for payment any work performed where proper safety precautions were not being observed.

All equipment shall be equipped in accordance with existing State Law and shall be equipped with a flashing light with the following characteristics:

- A. Visible for a minimum of one mile.
- B. Flash sixty to ninety (60-90) times per minute.
- C. Mounted for three hundred sixty (360) degrees visibility.
- D. Equipped with an Amber Lens.

## 2. INSURANCE:

A written statement of insurance indicating that the City of Fort Wayne is an Insured, not subject to cancellation, except by the Insured (City), under a general liability insurance policy of a company licensed to do business in the State of Indiana in an amount of not less than the following:

Primary Coverage Single Injury	\$ 300,000
Multiple Injury	\$ 500,000
Property Damage	\$ 300,000
Umbrella Coverage	\$1,000,000

This insurance is required as a measure of protection, and the liability of the successful bidder shall not be limited by the amounts specified.

This Coverage shall be at no expense to the City of Fort Wayne, Indiana.

An indemnification agreement signed by a person authorized to commit the successful bidder stating that the successful bidder agrees to hold harmless and indemnify the City of Fort Wayne of any claim for damages arising out of the occupation and works of the successful bidder (or person, corporations or firms authorized by the successful bidders) performed within the scope authorized by his contract.

The contractor shall assume, and be held responsible for all liability for any damage resulting from the execution of his/her contract.

The contractor expressly understands and agrees that he/she is an independent contractor and he/she is not an employee of the City and that the City is not to provide Workmen's Compensation, health or accident insurance, general liability insurance or any other form of insurance coverage or indemnification agreement of any kind which would cover the contractor, or employees, if any, in and under the terms of the agreement.



### 3. CONTRACT TERM:

The term of this contract shall be divided into three (3) parts.

Period 1 - April 1, 1983 through November 30, 1983  
Period 2 - April 1, 1984 through November 30, 1984  
Period 3 - April 1, 1985 through November 30, 1985

### 4. CHANGE IN COST OF DOING BUSINESS:

All prices bid for Period 1 shall be increased for Period 2 by seventy-five percent (75%) of the cost of living increases as measured by the Consumer Price Index (CPI). The period of increase measurement shall be from the beginning of Period 1 to the beginning of Period 2, but in no event shall the prices for Period 2 be increased more than seven and one half percent (7 1/2%) in total. Prices for Period 3 shall be calculated in the same manner as effective prices for Period 2, using Period 2 prices as the base unit measurement.

### 4. CONTRACT RENEWAL:

This contract may be renewed for periods of not to exceed one (1) year per renewal with no more than two (2) renewal periods, under the same terms and conditions and at the sole discretion of the City of Fort Wayne.

### 5. INFORMATION REPORT:

Persons or Contractors submitting bids certify to the City of Fort Wayne that they possess all necessary equipment, facilities and personnel to fulfill the terms of the contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed thirty (30) days prior to March 1, 1983.

The City of Fort Wayne attaches great importance to the ability of the contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the contractor, but rather an acknowledgement of the City's obligation to the citizens of Fort Wayne, Indiana. In order that this obligation be fulfilled, all bidders must complete

and submit a Contractor's Information Report with each bid. A copy of the Report is attached hereto. Failure to submit a completed Contractor's Information Report will disqualify any such bid as nonresponsive.

#### 6. EVALUATION OF BIDS:

The evaluation of bids and the determination of conformity and acceptability shall be the sole responsibility of the City of Fort Wayne. Such determination shall be based on information furnished by the bidder with his/her bid, as well as other information reasonably available to the City of Fort Wayne.

The bid will be awarded on the basis of the lowest, most responsible and responsive bidder.

The City of Fort Wayne, Indiana, at its sole discretion, may reject any and all bids.

#### 7. DISPOSAL FACILITIES:

Contractor shall stipulate with this proposal, the location of the disposal site or sites to be used throughout the term of the contract. The disposal site or sites must be approved by the Board of Public Works.

Any change of disposal site or sites throughout the term of the contract must be approved by the Board of Public Works prior to any change.

#### 8. SPECIAL PROVISIONS:

The contractor shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The contractor shall be responsible for the maintenance and repair of his/her own equipment and the availability, presence and supervision of his/her employees.

The contractor shall be required to have a competent and experienced supervisor/foreman with each work group at all times.

There shall be no subcontractors used by the contractor to fulfill any terms or conditions of this contract without prior written consent of the Board of Public Works of the City of Fort Wayne.



It shall be the responsibility of the Board of Public Works to guarantee the execution of the contract in accordance with its terms and specifications. To this end, the Board of Public Works may appoint a designee or designees who shall also be responsible for the inspection and monitoring of the work performed under this contract.

Within fifteen (15) days following the approval of the contract and award by the City of Fort Wayne, the Board of Public Works designee and appropriate monitoring inspectors shall meet with the contractor to review the contract.

Subsequent weekly meetings shall take place until the start date for operations. These meetings shall monitor the progress of the contractor in preparing to begin sweeping services, as well as attempt to provide a smooth and orderly transition of sweeping services from the public to private sector.

In addition to the procedure for verification of work performed as described in the Sweeping Specifications, the contractor shall lend whatever necessary assistance the Board of Public Works may request with respect to verification of work performed.

All deficiencies in the contractor's performance shall be reported in writing to the contractor and such deficiencies shall be corrected no later than the following work day.

All billings and claims for payment by the contractor shall be made in the manner directed in the Sweeping Specifications.

The City of Fort Wayne expressly reserves the right to add to, or delete from, the Designated Streets set forth in this contract. The contractor shall honor such additions or deletions.

By his/her acceptance of the contract, the successful bidder shall warrant that he/she is familiar with and understands these provisions and shall warrant that he/she shall comply with them.

A failure to adhere to the General and Sweeping Specifications of this contract by the contractor shall be deemed a material breach.

9. LIST OF OFFICERS AND STOCKHOLDERS:

Bidders shall submit a list of all corporate officers and all stockholders who own over 10% of their respective companies. All partnership or joint venture bidders shall list all partners or members of the venture and their respective percentage of participation in said partnership or joint venture. (Include in Form 96-A)

10. AFFIRMATIVE ACTION:

The Contractor shall comply with all appropriate Affirmative Action requirements, and further, the Contractor shall not discriminate in its carrying out of its duties hereunder on the basis of Race, Creed, Color, Sex, National Origin or Religion or any other prescribed basis. (See Attached Affirmative Action Report, Pages 86 - 90)

The Contractor agrees to furnish a certificate from the Industrial Board of State of Indiana, showing that he/she has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana, and the Workmen's Compensational Diseases Act of the State of Indiana.

The Contractor will submit with his/her bid proposal package, the City of Fort Wayne Contractor compliance Documents. the City may reject a contractors bid proposal if such documents are not included and/or complete. The Contractor awarded the Contract must update the City Affirmative Action documents annually on the anniversary date of the award. Contractor Affirmative Action documents will be kept on file in the City Personnel Office.

11. RIGHTS OF WORKERS:

The successful bidder shall be required to abide by the National Labor Relations Act, as amended in 1959, U.S. Code Title 29, Sections 141-168, guaranteeing the rights of workers to organize and to bargain collectively with their employers, or to refrain from all such activity.



12. GENERAL CONDITIONS:

In all work performed hereunder, the successful bidder shall be required to comply strictly with all city, County, State, and Federal laws in force applicable to the successful bidder's operation, to comply with and be subject to the order and applicable regulations of the Board of Health and all other Departments and agencies of the City, and in all things to conform to and abide by the laws of the State of Indiana.

The failure on the part of the City of Fort Wayne to declare this contract terminated or otherwise to enforce its rights hereunder, upon the default of the successful bidder or the failure of the successful bidder to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge or destroy the right of the City to declare this contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the successful bidder to perform any of the terms, provisions or conditions hereof.

It is understood that this contract is subject to approval by ordinance of the Common Council of the City of Fort Wayne.

### CONTRACTOR'S INFORMATION REPORT

The information provided herein is in conjunction with the contractors bid for Street Sweeping for the City of Fort Wayne, Indiana.

NAME National Sweep-All, Inc. TELEPHONE (219) 747-4117  
ADDRESS 6231 McBeth Road CONTACT NAME Lee Brown  
CITY/ST/ZIP Fort Wayne, IN 46809 TITLE Supervisor

#### A. EQUIPMENT AND FACILITIES:

1. Is your repair and yard facility at the above address?   x   Yes,        No
2. If not, state the address of your yard and facilities. \_\_\_\_\_  
\_\_\_\_\_
3. Complete the following list of presently owned or leased sweeping equipment now in use. If any of the equipment has been rebuilt, place year rebuilt be-  
side year of manufacture.

St. Sweep. Year	Quant.	Make Model	Cubic Yd Capacity	Type (e.g. mech., regen.air., etc.)
1983	1	Elgin Whirl Wind	7.4	Vacuum
1983	1	Elgin Pelican	3	Mechanical
1974 Re.	2	Elgin Pelican	3.	Mechanical
1971 Re.	2	Elgin Whirl Wind	7.4	Vacuum

Dump Trk Year	Quant	Make Model	Cubic Yd Capacity
1981	2	IHC Tandum	12

Other	Year	Make	Model	Description
2	1977	IHC	Roll-off	10-20yd. Boxes

ALL SWEEPERS AND TRUCKS ARE RADIO EQUIPPED AND IN CONTACT WITH THE CENTRAL OFFICE AT ALL TIMES.



4. If your company is the successful bidder for this bid, list the additional equipment you would purchase to execute the contract. Indicate new (N) or used (U) equipment after Model Description.

Year	Quan	Make/Mod	Capacity(Gal/Cu.Yd.)	Approx Cost
(N)	1	Elgin Whirl Wind(D.C.)	7.4	\$95,000
(N)	1	Elgin Pelican (D.C.)	3.	\$60,000
Recond.	2	Elgin Pelican	3.	\$25,000 @
Recond.	2	Elgin Whirl Wind	7.4	\$30,000 @
TOTAL				\$265,000

B. MANAGEMENT:

List the names and a brief description of the sweeping experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

NAME James F. Ries, President

For 21 years, president and owner of Ries Equipment Co., Indianapolis, IN. At Ries Equipment Co., not only sold municipal street sweeping equipment in the state of Indiana, but also actively engaged in sweeping contracts with the cities of Indianapolis, South Bend and numerous commercial contractors.

NAME Charles Walbridge, Secretary

Has designed and operated a refuse collection and disposal company for Anderson Indiana for 10 years, for 5 years in Michigan City, IN and in Fort Wayne, IN since 1966. Has successfully collected and disposed of household refuse in these cities on a weekly schedule.

NAME Larry Zent

Owned and operated a sweeping operation in Allen County under a contract from 1973-1975. Swept Swathmoore Woods Addition, all Maloleys parking lots, Georgetown Square, Times Corners Shopping Center and Maplewood Plaza

CITY OF FORT WAYNE, INDIANA

STREET SWEEPING

SWEEPING SPECIFICATIONS

1. SCOPE OF WORK:

The contractor shall sweep all curbs, gutters and median curbs located on the streets designated by this contract.

the streets to be swept are listed in the Designated Streets Section of this contract. Linear curb mileage is listed for each street to be swept.

The contractor's attention is called to the fact that the limits shown do not necessarily reflect continuous cleaning operations. Only those portions of streets with curb and gutter, or curbed medians are to be cleaned as evidenced by the curb mileage quantities stated herein.

Streets and medians listed in Section A of the Designated Streets Section total 31.10 curb miles and are to be initially cleaned by April 3, 1983, and swept thereafter Six (6) nights per week (Sunday through Friday), beginning April 5, 1983 and ending November 26, 1983.

Streets and medians listed in Section B of the Designated Streets Section total 180.80 curb miles and are to be initially cleaned by April 30, 1983, and swept thereafter in seven (7) consecutive thirty (30) day cycles, beginning May 1, 1983 and ending November 30, 1983.

Streets and medians listed in Section C of the Designated Streets Section total 715.30 curb miles and are to be initially cleaned by May 13, 1983 and swept thereafter in three (3) consecutive sixty five (65) day cycles, beginning May 15, 1983 and ending November 30, 1983.

Completion dates for subsequent contract years shall be the nearest Friday or Sunday date to those dates listed herein.



## 2. TIME PERIODS OF OPERATION:

All sweeping operations shall be performed between the daytime hours of 0800 and 1700 on Monday through Friday, or the night time hours of 2200 and 0800 Sunday night through Saturday morning, except for the initial cleaning cycle.

Work on Saturday and Sunday from 0800 Saturday and 2200 Sunday is expressly prohibited without the prior written consent of the Board of Public Works or their designated representative. No streets requiring posting will be swept at night or on Saturday or Sunday at any time.

All sweeping operations are to be performed in cycles, with each street to be swept following the same sequence each cycle.

All streets (or portions of streets) with parking and requiring posting must be swept during the day. All other streets and medians listed in both Section A and Section B may be swept either day or night during the prescribed operating hours at the contractor's discretion. (See VERIFICATION OF WORK Section)

No day time sweeping shall be permitted on Memorial Day, July 4, Labor Day, Election Day or Thanksgiving Day.

## 3. METHOD OF OPERATION:

Sweeping shall be done either by mechanical, vacuum, or regenerative air sweeper, or by hand where required.

The sweeping operation shall include, but is not limited to, all sweeping, panning, dumping, trash pickup and disposal operations. The horizontal surfaces and perpendicular ends of all median strips shall be swept once per year, during the initial cleaning cycle.

All operations shall be conducted by the contractor's personnel and the expense of all such operations shall be the contractor's.

The contractor shall perform all hand work required to effectuate an efficient cleaning operation. The Board of Public Works shall have the right to identify for the contractor those areas where hand work should be performed.

Sweeping equipment and workers will move in the same direction as traffic at all times during the sweeping operation.

#### 4. POSTING:

Streets to be posted with signs prior to sweeping are all streets with street parking that are listed in Sections B and C of the Designated Streets Section herein.

Paper or Cardboard signs will be printed and supplied by the City.

Posting on streets where there is an inadequate number of poles or trees to adhere signs, the contractor shall supply standards to place signs in those areas where signage may be too sparse.

There shall be a minimum of four (4) signs per block (each side of the street), as evenly spaced as possible to give motorists the ability to see the signs from anywhere on the block.

Posting of signs must be completed a minimum of twelve (12) hours prior to the sweeping operation, and removed immediately after completion of sweeping.

It will be the responsibility of the Board of Public Works, or their designated representative, to contact the appropriate agency to effectuate the removal of any vehicle parked in violation of the temporary parking ban whenever practical. In the course of the sweeping operation, if the contractor meets a vehicle that is parked in violation of the temporary parking ban, he/she may sweep around the vehicle with the sweeper broom remaining in the sweeping mode. Once the vehicle is removed, the Board of Public Works shall have the right to require the contractor to sweep the affected area.

#### 5. WEATHER:

For the purpose of this contract, the National Weather Service at Baer Field, Fort Wayne shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.

No sweeping operations shall be conducted when there are climatic conditons present or forecast that would make such an operation ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice and sleet.

The contractor may suspend operations if weather conditons are such that sweeping operations cannot be carried out in an effective manner. If such suspension occurs, the contractor shall immediately notify the Board of Public Works or their designee.

The board of Public Works, or their designee, shall at their discretion have the right to order the supension of sweeping operations whenever, in their judgment, present weather conditions or impending weather conditions are such that sweeping operations cannot be carried out in an effective manner.

#### 6. EQUIPMENT:

The equipment used for sweeping shall be of sufficient type, capacity and quantity to safely and efficiently perform the sweeping work as specified.

Minimum equipment for the contract shall include the following:

- a. Six (6) Sweepers - the sweepers may be vacuum, mechanical or regenerative air, or may be a combination of types.
- b. Dump Trucks - Depending upon the type of sweepers used, the contractor may require the use of one or more dump trucks. It is the contractor's responsibility to provide these vehicles in the event his/her sweeping equipment requires same.

All sweeping equipment used must be equipped with adequate operational water spray systems for dust pollution control. The City of Fort Wayne will provide all water that is required.

All equipment to be used is subject to the prior and final approval of the Board of Public Works.

All vehicles and equipment to be used by the contractor shall be no older than five (5) years, unless the equipment has been completely rebuilt within the last two (2) years.



All vehicles used by the contractor must be performance worthy by visual and operational inspection. Sweepers and support equipment must be washed a minimum of once a week. The Board of Public Works shall have the option to perform a complete inspection of the general mechanical and safety condition of all vehicles at any time during the term of the contract. Should any vehicle, when inspected, and in the determination of the Board of Public Works, meet standards that the Board feels are necessary to complete this contract or to operate safely, the Board of Public Works may require such vehicle to be brought to standard before being placed back in service.

The contractor must demonstrate evidence of adequate service facility to insure scheduled routine maintenance, as well as maintain a sufficient supply of brooms and replacement parts to insure continuous sweeping operations.

#### 7. VERIFICATION OF WORK:

For the purpose of this contract, the curb mileage shall be as listed in Sections A, B, and C of the Designated Streets Section of this contract. The City of Fort Wayne makes no representation as to the reliability of such figures.

With submission of a bid for this contract, each bidder must submit a Sequence of Work Schedule (Route List) for all scheduled sweeping, divided between Sections A, B, and C. Such list must be divided between day and night sweeping. A sample Sequence of Work Schedule is attached hereto. Failure to submit completed Sequence of Work Schedules for all proposed scheduled sweeping will disqualify any such bid as nonresponsive.

Each Sequence of Work Schedule (Route List) shall be approved by the Board of Public Works or their designated representative, prior to commencing work, and thereafter shall become the basis for the contractor's sweeping routes, inspection of sweeping work and invoicing by the contractor for cycles of sweeping completed. Any changes or revisions to Sequence of Work Schedules must have the prior written approval of the Board of Public Works or their designated representative.

Each Friday during the scheduled sweeping period for Section C Streets, the contractor shall prepare three (3) color coded maps evidencing the next week's sweeping route. This information is to be delivered, on Friday, to the Board of Public Works, Street Department and Citizen Advocate's office at the appropriate addresses.

In the event a street rehabilitation or improvement project is under construction or will be under construction where sweeping is scheduled, that portion of a cleaning cycle will be deleted from the appropriate Work Schedule at the direction of the Board of Public Works or their designee. The Sections(s) of streets deleted may be re-entered at the first scheduled cycle following completion of the rehabilitation. Prior to re-entering any such street into the cycle, a field inspection shall be made by the Board of Public Works Inspector and the contractor to determine what cleaning will be required by others. In no event will the contractor be allowed additional compensation for initial sweeping of a re-entered street following rehabilitation or construction.

#### 8. PAYMENT:

Payment for all sweeping shall be by the contract unit price per one-tenth of a linear curb mile actually swept, or per hour actually worked.

Request for partial payment may be made monthly, or upon completion of each sweeping cycle, individually for all streets within each Section (Section A, B, or C). Requests for payment must be prepared in triplicate, forwarded to the Board of Public Works for approval, and include the following:

Request for payment of hours worked under Section "D" of this contract may be made monthly, or upon completion of the specific work requested by the City. The invoicing shall be completed in the same manner as that for Sections "A" through "C".

- a. Standard Claim form for payment.
- b. Cover invoice showing linear curb miles swept during the cycle, gallons of water used and an extension in dollars at the quoted linerar curb mileage cost.

- c. Copy of the Sequence of Work Schedule (Route List) for the invoiced cycle, showing date each street was swept and bearing the initials and signature of the contractor's foreman.

#### 9. FAILURE TO COMPLETE WORK:

It is essential to complete all cleaning cycles within the time limits specified.

Failure to complete first full initial cleaning cycle within the time specified (Section A Streets by April 3, 1983 - Section B Streets by April 30, 1983 - Section C Streets by May 13, 1983) will result in a penalty of liquidated damages in the amount of \$50.00 (Fifty Dollars) per linear curb mile for any and all streets and medians not swept prior to the prescribed deadline dates. Such penalty shall be deducted from the amount due the contractor for the initial cleaning cycle.

Following initial cleanup, failure to complete sweeping of less than 85% (Eighty-five percent) of the scheduled total curb miles during any calendar month or during any sweeping cycle shall result in a penalty of liquidated damages in the amount of \$25.00 (Twenty-five Dollars) per linear curb mile for each curb mile not swept in excess of 15% (Fifteen percent) of the total miles contained in that month or cycle. Such penalty shall be deducted from the amount due the contractor for the period of sweeping in which the deficiency occurs.

Liquidated damages as described herein may be waived, at the sole discretion of the Board of Public Works. Such waiver must be in writing and state the reason for such waiver (e.g. excessive inclement weather, Acts of God, Street Construction, etc.).

#### 10. GENERAL:

By his/her acceptance of this contract, the successful bidder shall warrant that he/she is familiar and understands all provisions contained herein and shall further warrant to comply with them.



SEQUENCE OF WORK SCHEDULE (ROUTE LIST)  
(Sample Form)



S U M M A R Y   S H E E T  
S T R E E T   S W E E P I N G

This Summary Sheet serves as a summary to the total number of curb miles estimated to be swept each contract cycle. This Summary Sheet will also serve as the Evaluation Sheet for this bid. The estimated total dollars for the combined Sections (A, B and C) will be the basis for the Cost evaluation of this bid.

SECTION "A" STREETS: (31.30 curb miles) Per Addendum

April 1 - November 26, 1983

31.30 curb miles X  $\frac{33}{6}$  nights/week =  $\frac{6,197.4}{34}$  weeks = ~~6,385.2~~ curb miles/year

TOTAL COST - ~~6,385.2~~ curb miles X \$ 13.50 /curb mile = \$ 83,664.90

SECTION "B" STREETS: (180.80 curb miles)

April 1 - November 30, 1983

180.80 curb miles X 8 cycles = 1,446.4 curb miles/year

TOTAL COST - 1,446.4 curb miles X \$ 19.50 /curb mile = \$ 28,204.80

SECTION "C" STREETS: (715.30 curb miles)

April 1 - November 30, 1983

715.30 curb miles X 4 cycles = 2,861.2 curb miles/year

TOTAL COST - 2,861.2 curb miles X \$ 26.50 /curb mile = \$ 75,821.80

TOTAL ESTIMATED COST FOR SWEEPING

\$ 187,691.50



BILL NO. S-83-02-28

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN  
ORDINANCE approving Civil City Purchase Order #A-23061 with James  
F. Ries/National Sweep-All, Inc. a Joint Venture for the Board of  
Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

SAMUEL J. TALARICO

DONALD J. SCHMIDT

*[Signature]*

*James S. Stier*

*Janet G. Bradbury*

*Samuel J. Talarico*

*[Signature]*

3-8-83  
DATE \_\_\_\_\_ CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



DIGEST SHEET

L-83-02-28

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Purchasing

SYNOPSIS OF ORDINANCE An Ordinance approving the award of a bid with respect to Street Sweeping for the City of Fort Wayne, Indiana.

\_\_\_\_\_  
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 \_\_\_\_\_

EFFECT OF PASSAGE This contract will greatly intensify the number of sweepings throughout the City of Fort Wayne, Indiana at a lower cost than the City is presently paying.

EFFECT OF NON-PASSAGE To maintain operations as they now are, it would be a much higher rate than we are currently contracting.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Approx. Expenditure in 1983 is \$187,691.50. Approx. Savings is \$200,000.00

\_\_\_\_\_  
 \_\_\_\_\_

ASSIGNED TO COMMITTEE (President) \_\_\_\_\_